



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JENNY WHEELER and SHAWN WHEELER,

Plaintiffs,

-against-

DOUGLAS STRONG, ISRAEL RIVERA, VICTOR
DISLA and MARIA FRANCO,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

08 Civ. 6766 (PKC)

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WHEREAS, plaintiff JENNY WHEELER commenced this action by filing a complaint on or about July 29, 2008, alleging that defendants Douglas Strong, Israel Rivera, Victor Disla and Maria Franco violated plaintiff Jenny Wheeler's federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff Jenny Wheeler's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff Jenny Wheeler has authorized her counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Jenny Wheeler the sum of Ninety Thousand (\$90,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff Jenny Wheeler agrees to dismissal of all the claims against defendants and to release defendants, any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged by plaintiff Jenny Wheeler arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff Jenny Wheeler shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit Concerning Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff Jenny Wheeler's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 2, 2010

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By: 

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By: 

SHAWN D. FABIAN
Assistant Corporation Counsel

SO ORDERED:



U.S.D.J.

2-8-10